

DRAFT

Project No: 4200 - Phase III

Project Name: SINGLEY AREA STREET REHABILITATION

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**AMENDMENT NO. 1 TO AGREEMENT
FOR CONSULTATION AND OTHER SERVICES**

This Amendment is entered into this 20th day of April 2004, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and DE Group, (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into an Agreement for professional services for the design of pavement and curb/gutter repair for the Singley Area Street Rehabilitation (Project No. 4200 - Phase III), on November 4, 2003; and

WHEREAS, the parties desire to amend the Agreement to allow CONSULTANT to provide additional professional engineering services to design Marylinn Drive Sidewalk, Project No. 4222, Milpitas Sports Center Exit Driveway Project No. 8149, and to repackage Hamilton Avenue reconstruction.

NOW THEREFORE, In consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. Section 4, entitled " Payment by CITY: Time and Manner of Payment " is amended by adding Exhibit " A-AM1", entitled "Fees for Additional Services", which is attached hereto and incorporated by reference herein. Section 4 is further amended by adding the following to the end of the Section:

The compensation for additional professional engineering services as set forth in Exhibit "Exhibit A-AM1" is a "not to exceed" amount. The total maximum amount of compensation to be paid for tasks outlined in Exhibit "A-AM1" shall be \$13,152.12.

2. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 12, entitled "Insurance" of the Agreement dated November 4, 2004, between DE Group and the City of Milpitas. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policy.
3. All other provisions of the Agreement shall remain in full force and effect.

This Amendment is executed as of the date written above.

APPROVED BY:

CITY OF MILPITAS

DE GROUP

City Engineer
as to content

Hajaah M. Deen

City Manager

City Attorney as to Form

ATTESTED BY:

City Clerk

Exhibit A-AM1

Fees for Additional Services

Additional Services/Tasks	Project Manager	Project Engineer	CAD Person	Direct Cost (see below)	Subtotal by Tasks
	\$149.60	\$109.66	\$76.20		

Task 6A : Marylinn Drive Sidewalk Improvements

Field Visit/Inventory	2	2		-	\$518.52
95% Design Development	4	15	24	\$40.00	\$4,112.10
Final Deliverables	4	8	8	\$40.00	\$2,125.28
Subtotal					\$6,755.90

Task 6B: Re-Package Hamilton Avenue & Fulton Court/Removal of Slurry Seal

Revised PS&E for Hamilton/Fulton	6	12	24	\$240.00	\$4,282.32
Revised PS&E for Removal of Slurry Seal	1	5		-	\$697.90
Subtotal					\$4,980.22

Task 10: Additional Insurance Liability Requirement

Increase Insurance Liability to \$2 Million @ \$1,416/year (this year only)	\$1,416.00				
Subtotal					\$1,416.00

Total Additional Amount	\$13,152.12				
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Direct Costs (Included in the above table)

Task 6A: 95% Submittal: Full size Dwg Plot: 1 Sheets @ \$40/sheet = \$40.00

Total Direct Cost Task 6A (95%) = \$40.00

Task 6A: Final Deliverables: Full size Dwg Plot: 1 Sheets @ \$40/sheet = \$40.00

Total Direct Cost Task 6A (Final) = \$40.00

Task 6B: Revised Sheets: Full size Dwg Plot: 6 Sheets @ \$40/sheet = \$240.00

Total Direct Cost Task 6B = \$240.00

